

RECORDATION NO. W 77 FILED

Davis Wright Tremaine LLP

JUL 23 '04

10-59 AM

SURFACE TRANSPORTATION BOARD

ANCHORAGE BELLEVUE LOS ANGELES NEW YORK PORTLAND SAN FRANCISCO SEATTLE SHANGHAI WASHINGTON, D.C.

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July 20, 2004



VIA AIR COURIER

Vernon A. Williams
Secretary
Surface Transportation Board
ATTN: Recording Department
1925 K Street NW
Washington, DC 20423

Re: Recordation of Documents--Watercraft
Lessor: The Fifth Third Leasing Company
Lessee: Inland Dredging Company, LLC
Equipment: U.S. flag barge vessel INGENUITY; Official No. 568812

Dear Mr. Secretary:

I have enclosed an original and one counterpart of the document described below, to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code.

- (a) Memorandum of Bareboat Charter Party, a primary document, dated June 30, 2004.
- (b) The names and addresses of the parties to the document are as follows:

Owner/ Lessor: The Fifth Third Leasing Company
38 Fountain Square Plaza
MD 10904A
Cincinnati, Ohio 45263

Vernon A. Williams
July 20, 2004
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Charterer/Lessee: Inland Dredging Company, L.L.C.
1385 Flowering Dogwood Lane
Dyersburg, Tennessee 38024

- (c) A description of the equipment covered by the document follows:
- (i) U.S. flag barge vessel INGENUITY, Official No. 568812

A recording fee of \$30.00 is enclosed. Please return the original and any extra copies not needed by the Board for recordation to:

Richard J. Schroeder
Davis Wright Tremaine LLP
2100 Century Square
1501 – 4th Avenue
Seattle WA 98101-1688

A short summary of the document to appear in the index follows:

Primary Document: Memorandum of Bareboat Charter Party, dated June 30, 2004, between The Fifth Third Leasing Company, as Owner and lessor and Inland Dredging Company, L.L.C., as Charterer and lessee covering the U.S. flag barge vessel INGENUITY, Official No. 568812; having a Hailing Port of Florence, Alabama.

Very truly yours,

Davis Wright Tremaine LLP

A handwritten signature in black ink, appearing to read 'Richard J. Schroeder', with a long horizontal flourish extending to the right.

Richard J. Schroeder

RJS:nh
Enclosures

RECORDATION NO. W 17 FILED

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SURFACE TRANSPORTATION BOARD

MEMORANDUM OF BAREBOAT CHARTER PARTY

between

THE FIFTH THIRD LEASING COMPANY
("OWNER")

and

INLAND DREDGING COMPANY, L.L.C.
("CHARTERER")

JUNE 30, 2004

Filed with the Surface Transportation Board pursuant to
49 U.S.C. §11301 on _____, 2004, at ____ a.m./p.m.
Recordation Number ____

MEMORANDUM OF BAREBOAT CHARTER PARTY

This Memorandum of a Bareboat Charter Party is made and entered into as of June ~~30~~, 2004, by and between The Fifth Third Leasing Company, an Ohio corporation ("Owner") and Inland Dredging Company, L.L.C., a Tennessee limited liability company ("Charterer").

WITNESSETH:

1. Pursuant to a Bareboat Charter Party dated June ~~30~~, 2004 ("Bareboat Charter"), Owner has agreed to furnish to Charterer, and the Charterer has agreed to lease from Owner, one U.S. flag barge vessel named INGENUITY, Official No. 568812, as identified on Schedule 1 attached hereto.

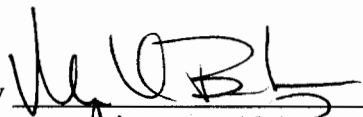
2. The Bareboat Charter shall be effective as of the date first set forth hereinabove and shall be subject to the Term, as defined in the Bareboat Charter.

3. This Memorandum may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their respective corporate officers as of the date and year first above written.

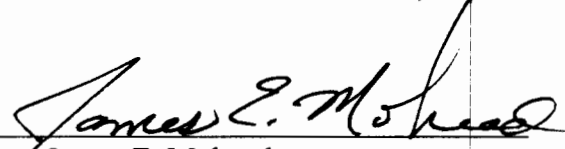
OWNER:

THE FIFTH THIRD LEASING COMPANY

By 
Name: Michael Burnham
Title: VP

CHARTERER:

INLAND DREDGING COMPANY, L.L.C.

By 
Name: James E. Mohead
Title: President

STATE OF OHIO)
) ss.
COUNTY OF HAMILTON)

On this 30th day of June, 2004, before me personally appeared Michael Burdham, to me personally known, who being by me duly sworn, says that s/he is the VICE PRESIDENT of THE FIFTH THIRD LEASING COMPANY, an Ohio corporation, that the foregoing instrument was signed on behalf of said corporation, and s/he acknowledged that the execution of the said instrument was the free act and deed of said corporation.



NOTARY PUBLIC

ELAINE ELLIS
Notary Public, State of Ohio
My Commission Expires Sept. 14, 2007

My commission expires: 9/14/07

STATE OF TENNESSEE)
) ss.
COUNTY OF Dyer)

On this 30th day of June, 2004, before me personally appeared James E. Mohead, to me personally known, who being by me duly sworn, says that he is the President of INLAND DREDGING COMPANY, L.L.C., a Tennessee limited liability company, that the foregoing instrument was signed on behalf of said company, and he acknowledged that the execution of the said instrument was the free act and deed of said company.



NOTARY PUBLIC

My commission expires: 3/20/06

SCHEDULE 1

Vessel subject to Bareboat Charter Party dated June 30, 2004 between Fifth Third Leasing Company, as Owner, and Inland Dredging Company, L.L.C., as Charterer.

VESSEL	OFFICIAL NUMBER
INGENUITY	568812

and all equipment located onboard or used in connection with the above described vessels, the whole of the vessels, together with her boilers, engines, generators, air compressors, machinery, masts, spars, riggings, anchors, cable, chains, tackle, tools, pumps and pumping equipment, apparel, furniture, furnishings, fittings, spare parts, stores, and all other appurtenances thereunto appertaining or belonging, whether now owned or hereafter acquired, and all additions, renewals and replacements hereafter made in or to the vessels, and proceeds thereof, and all accounts, charters and contracts for the use or hire of the above described vessel, and all proceeds thereof.

SCHEDULE 1

Vessel subject to Bareboat Charter Party dated June 30, 2004 between Fifth Third Leasing Company, as Owner, and Inland Dredging Company, L.L.C., as Charterer.

VESSEL	OFFICIAL NUMBER
INGENUITY	568812

and all equipment located onboard or used in connection with the above described vessels, the whole of the vessels, together with her boilers, engines, generators, air compressors, machinery, masts, spars, riggings, anchors, cable, chains, tackle, tools, pumps and pumping equipment, apparel, furniture, furnishings, fittings, spare parts, stores, and all other appurtenances thereunto appertaining or belonging, whether now owned or hereafter acquired, and all additions, renewals and replacements hereafter made in or to the vessels, and proceeds thereof, and all accounts, charters and contracts for the use or hire of the above described vessel, and all proceeds thereof.